

"Standard Form Contract"



Application & Standard Form Contract for supply of electricity to Small Use Customers

Introduction

Perth Energy's mission is to provide a first class electricity supply supported by first class customer service at the best available price. As part of our customer service, we want to ensure you understand our respective obligations to each other, with no "small print" surprises.

The basis of the electricity supply agreement is simply that we will supply electricity with the same quality & reliability that any other supplier would provide (no better and no worse) and the Customer pays for it on time. However, as electricity is an essential service and is technically complex, the **State Government** regulates the contractual relationship between all electricity suppliers and their Small Use Customers by means of the "Code of Conduct for the Supply of Electricity to Small Use Customers". The Code seeks to protect the rights of small customers and **requires the retailer to comply with certain procedures, to prove that it has done so and to maintain the proof on record for possible audit.**

This Application & Standard Form Contract therefore seeks to make clear all the important contractual details and asks the applicant to put a tick next to each of them in order to prove that they've been told about them and understand them. While we regret the complexity of this process, it is necessary in order for us to comply with the Regulations. We've tried to keep the process as simple as possible by putting the logistical details and Regulatory requirements in a separate document called "Additional Terms & Conditions". However, while we've tried to ensure that the Additional Terms & Conditions do not impact on the spirit of the agreement, please note that they are nonetheless important.

Please see our leaflet "Frequently asked Questions" and our Small Use Customer Tariff Brochure for further information, or alternatively contact us with any questions or comments.

We look forward to welcoming you as a Customer.....

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Customer Details (please insert)

Customer name _____

ABN _____

Address for invoices and notices _____

Principal contact _____

Telephone _____

Fax _____

Email _____

Billing Account Number
(from your electricity invoice) _____

Supply Address
(from your electricity invoice
- not a PO box) _____

1. The Contract

- i) The Standard Form Contract consists of the following documents:
- a) this Application & Standard Form Contract (as signed and personalised by the Customer), plus
 - b) Perth Energy's prevailing "Additional Terms & Conditions - Small Use Customers", plus
 - c) Perth Energy's prevailing "Small Use Customer Tariff Brochure", plus
 - d) Perth Energy's prevailing "Customer Service Charter", plus
 - e) Perth Energy's "Letter of Acceptance" to the Customer.
- ii) The Standard Form Contract may, via any of its component parts, be varied from time to time in accordance with the Electricity Industry Act 2004 and the Code of Conduct.

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2. Regulatory compliance - the Code of Conduct

The rights of Customers entering into this Contract are protected by the "Code of Conduct for the Supply of Electricity to Small Use Customers". The Code controls the behaviour of all retailers and regulates their electricity supply contracts. In the event of any disagreement between this Contract and the Code, the Code applies.

3. Eligibility

In order to be eligible to enter into this Contract, the Customer must:

- i) consume more than 50,000 units (kWh) per annum (4,1667 units per month) at each Supply Address, so as to be eligible to select its preferred electricity supplier, and
- ii) consume less than 160,000 units (kWh) per year (13,300 units per month) at each Supply Address, so as to be protected by the Code of Conduct and be eligible for the State Government's Free Meter Upgrade.

4. Electricity Price

- i) Perth Energy's Electricity price for Small Use Customers is the same as the "L1 Tariff" specified in the State Government Gazette, which consists of an Electricity Charge and a Supply Charge - please see the Tariff Brochure for current details (obtainable from Perth Energy on request).
- ii) For clarity, the L1 Tariff is a "flat" price applying to all electricity consumption irrespective of time of day, day of week or season.

5. Standard Contract Termination

- i) Termination by the Customer. To ensure that you are always happy with the amount you pay and the product and service you receive, you may terminate this Contract (and consequently, the electricity supply) at any time without notice by simply contracting with another supplier. You are not even required to tell us that you have done so (as the Network Operator will tell us) though, of course, we would welcome an opportunity to resolve any problems causing you to leave us.

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- ii) Termination by Perth Energy. Perth Energy may terminate the Contract by giving at least 10 days written notice and, in the event of not receiving an alternative instruction from the Customer, arranging on the Customer's behalf for its supply to be transferred to the "Retailer of Last Resort" (which is Western Power' retail business for the foreseeable future) automatically and without interruption. (This exit provision is necessary to ensure that Perth Energy can always comply with its Regulatory obligations, many aspects of which are evolving and uncertain - we would rather close out a Contract if we weren't sure we could continue to deliver first class product and service.)

6. Standard Payment Terms

The Due Date for payment is 12 business days from the dispatch of a Bill, and will be stated on the invoice.

7. Prompt Payment Discount

- i) The Prompt Payment Discount (as specified in the Tariff Brochure) is applied automatically in a given month to Customers that paid at least 5 of their previous 6 Bills from Perth Energy on or before the Due Date (or all Bills if fewer than 6 have been issued).
- ii) For clarity, a Customer in receipt of a Bank Electronic Payment Discount in accordance with article 8 and which complies with its obligations is automatically eligible for the Prompt Payment Discount.

8. Optional Bank Electronic Payment Discount

You may choose to apply for a Bank Electronic Payment Discount, being either (please tick the required payment method):

- i) a Direct Debit Discount of 2.0% in return for payment of your Bill by direct debit in accordance with the Additional Terms & Conditions (which contain safeguards to ensure that the correct amount is paid), or
- ii) a Standing Order Discount of 5.0% in return for paying an agreed Fixed Monthly Amount on an agreed day every month in accordance with the Additional Terms & Conditions (which contain safeguards to ensure the correct amount has been paid over time).

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9. Renewable ("Green") Electricity option

You may apply to receive an agreed proportion of your total electricity consumption as Renewable Electricity in return for paying a Renewable Energy Premium in accordance with the Tariff Brochure. If you require Renewable Electricity **please tick the box** and insert the proportion of your electricity you wish to receive as Renewable Electricity:

Amount of Renewable Electricity required (please insert)%

10. Changes to the price and discounts

- a) Perth Energy reserves the right to vary its Prompt Payment Discount, Direct Debit Discount, Standing Order Discount and Renewable Electricity Premium subject to giving at least 30 days written notice before any such change takes effect, so that Customers that do not wish to accept the change have plenty of time to find an alternative supplier. (For clarity, Customers supplied under Non-Standard Contracts can elect to commit to a Minimum Supply Period or Termination Notice Period, in which case Perth Energy will be similarly bound and this provision would then not apply).
- b) The Electricity Price will vary in the same way as variations in the L1 Tariff (if at all) as published in the State Government Gazette; that is both decreases and increases will apply.

11. Small Use Customer Declaration

As required by the Code of Conduct, and in the interests of avoiding "small print" surprises, I acknowledge having been informed of and understanding the following. (Please tick all the boxes. If anything isn't clear, please contact us.)

- (a) I may obtain a copy of the Code of Conduct from Perth Energy or from the Economic Regulation Authority Website www.era.wa.gov.au
- (b) The Regulations currently require Perth Energy to decline my application in the event of it not having under its direct control sufficient generating capacity to supply my 30-minute consumption profile (that is, there is currently no wholesale market from which Retailers can obtain electricity). Moreover, the Regulations are still being developed and therefore pose financial risks to Perth Energy. Consequently, Perth Energy is entitled to

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decline my application in its sole discretion, but if it does so will give me a reason.

- (c) If Perth Energy is able to accept my application, current industry practice can take one month or so for my supply to be switched over to Perth Energy. Further to article (b), there may also be an additional delay before supply actually commences. Perth Energy will estimate the commencement date when it accepts my application and if I do not wish to accept that date, I can cancel my application by notifying Perth Energy in writing (in which case Perth Energy won't file the transfer request).
- (d) If Perth Energy is able to accept my application, it will comply with the applicable Laws and Regulations governing my electricity supply and ensure that the Contract is updated and modified as required.
- (e) If Perth Energy is able to accept my application, I will be sent a copy of Perth Energy's Additional Terms & Conditions, Tariff Brochure and Customer Service Charter, which are part of the Contract, at the same time as the Letter of Acceptance.
- (f) Perth Energy will notify me in writing of any change in its Additional Terms & Conditions, Tariff Brochure and Customer Service Charter and give me fair notice so that I may find an alternative supplier if I do not wish to accept it.
- (g) In addition to the Standard Form Contract that is the subject of this application, Perth Energy also offers "**Non Standard Contracts**" for Small Use Customers, which are tailored to the specific Customer's consumption profile and requirements. Non-Standard Contracts differ from the Standard Form Contract primarily in that they provide additional discounts in return for the Customer agreeing to non-standard terms including "locking in" supply from Perth Energy for an agreed period. Non-Standard Contracts also vary from Customer to Customer and from time to time and are not applied uniformly to all Customers. I may apply to Perth Energy for details of the Non-Standard Contracts available to me.
- (h) Perth Energy reserves the right to vary its Prompt Payment Discount, Direct Debit Discount, Standing Order Discount and Renewable Electricity Premium in its sole discretion subject to giving at least 30 days written notice before any such change takes effect.

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- (i) The Code of Conduct provides for my electricity supply to be Disconnected in the event of me not paying my Bill within 24 business days of issue, provided that Perth Energy complies with the Code and I have not complied with a Reminder Notice and a Disconnection Warning issued in accordance with the Code.
- (j) Perth Energy is able to offer lower prices by reducing its own costs, one of which is caused by Customers paying later than the agreed time. Perth Energy will therefore apply Other Fees, as specified in the Tariff Brochure, to deter late payment.
- (k) Electricity Bills will be issued monthly, shortly after the meter reading.
- (l) It may be necessary for the Network Operator to install a new meter at the Supply Address, which might necessitate a short interruption to the electricity supply.
- (m) The "poles and wires" that deliver my electricity supply will continue to be operated by Western Power Networks (the Network Operator), who are responsible for fixing any faults that may occur. Perth Energy will provide me with the contact details for reporting any network faults and give me any necessary assistance in dealing with the Network Operator.

12. Authorisation of Application & Standard Form Contract and "Verifiable Consent"

Please tick all the boxes to signify your agreement, acknowledgement and understanding:

- (a) I hereby apply for a Small Use Customer Electricity Supply from Perth Energy and agree to be bound by the Contract, inclusive of Perth Energy's Additional Terms & Conditions, Tariff Brochure and Customer Service Charter.
- (b) I confirm that I am properly authorized to make this application and to bind the Customer contractually in all necessary respects.
- (c) I acknowledge that the Contract is written in everyday language in order to make it easy to understand and I agree to act in good faith in interpreting it.

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- (d) I give my "Verifiable Consent" for Perth Energy to do all things reasonably necessary to carry out its obligations under the Contract, including requesting the Customer Transfer and, if appropriate on Contract Termination, transferring my supply to the Retailer of Last Resort in accordance with the Regulations.
- (e) I confirm that accepting supply from Perth Energy will not put the Customer in breach of an existing electricity supply contract with another supplier. (Note: customers on Western Power's normal ("gazetted") tariffs are free to terminate that supply with no notice - just as they are under this Contract.)
- (f) I acknowledge that the Electricity Price will vary in the same way as variations in the L1 Tariff (if at all) as published in the State Government Gazette; that is both decreases and increases will apply.
- (g) I acknowledge that the L1 Tariff has not changed for over 10 years (other than an adjustment due to the Goods and Services Tax).
- (h) I confirm that Perth Energy did not solicit me to enter into this Contract by way of door-to-door or telephone marketing.
- (i) I acknowledge that the Customer must comply with Directives from the Network Operator irrespective of from which retailer supply is taken.
- (j) I acknowledge that the equipment used for delivering electricity to my Supply Address and measuring the quantity of electricity delivered is owned and operated by the Network Operator and I agree not to tamper with it and to grant the Network Operator safe and unrestricted access to it.

Name of authorized officer _____

Organisational position _____

Signature _____

Date _____

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Retailer details

1. Perth Energy's details are as follows:

Name:	Perth Energy Pty Ltd
ACN:	087 386 445
Registered Office:	Level 2 33 Colin Street West Perth WA 6005
Business Address:	(Same)
Postal Address:	(Same)
Telephone:	08 9420 0300
Email address:	contact@perthenergy.com.au
Website:	www.perthenergy.com.au

Contractual context

2. These Additional Terms & Conditions supplement the document "Application & Standard Form Contract for supply of electricity to Small Use Customers", and needs to be read in conjunction with that document.
3. The Contract is subject to Western Australian law and the parties consent to the jurisdiction of the Courts of Western Australia.
4. In the event of any part of the Contract being or becoming void or unenforceable, that provision shall be deemed to be deleted from the Contract without prejudice to the remainder of the Contract.

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5. Both the Customer and Perth Energy agree to comply with the applicable Regulations. For clarity, Perth Energy will comply with its Retail Licence obligations and the State Government's Code of Conduct for the Supply of Electricity to Small Use Customers.
6. The Contract summarises in common language only the routine issues related to the Customer's electricity supply so as to make it more concise and easy to understand. All the other, non-routine, issues are regulated by the Code and for the most part will not directly impact the vast majority of Customers.
7. For clarity and simplicity, the Contract capitalises the initial letters of important terms and phrases and these have the meaning that a reasonable person would ascribe to them having regard to the context, the Code and other relevant Regulations (so they can be taken at face value).
8. The Contract is regulated by the Government's Economic Regulation Authority (ERA), who will ensure that it complies with the Code, and which may require Perth Energy to make adjustments to it from time to time. The ERA will also ensure that Perth Energy complies with its obligations under its Retail Licence.
9. In accordance with clause 16 of the Electricity Industry (Customer Contracts) Regulations 2005, the Customer is hereby informed that, subject to article 10 of the Standard Contract Application, the provisions of the Contract may be amended without the Customer's consent, subject to:
 - i) there being no objection raised by the ERA, or other body of competent jurisdiction, and
 - ii) Perth Energy notifying the Customer in writing by means of a written notice delivered to the billing address.

Contract commencement

10. The Contract commences on the day that electricity is first supplied by Perth Energy to the Customer.

Contract Termination

11. The Customer may terminate the Contract at any time by either:
 - i) delivering a written Notice to Perth Energy specifying that it requires Perth Energy to arrange Disconnection on a certain time, being not less than 5 working days in the future, or
 - ii) without reference to Perth Energy, by requesting another retailer to organize for its electricity supply to be switched to that retailer.

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Note: If a Customer enters into a non-standard contract and chooses to receive either a Bank Electronic Payment Discount and / or a Minimum Notice of Termination Discount, then different termination provisions apply as set out in that Non-Standard Contract.)

12. Unless the Contract is terminated earlier in accordance with its terms and conditions due to breach by either party, this Contract terminates when:

- i) Perth Energy ceases to supply the Customer by way of either transfer of the Customer to supply by another retailer or Disconnection of the Customer, and
- ii) The Customer has paid to Perth Energy all amounts payable.

13. The Retailer may terminate this Contract by giving written notice in the event that the Customer:

- i) becomes insolvent, or
- ii) goes into liquidation, or
- iii) becomes bankrupt, or
- iv) commits a breach of the Contract for which the retailer has a right, under the Contract or a written law, to Disconnect supply.

14. In the event of the Contract being terminated,

- a) Perth Energy will:
 - i) arrange for a final meter reading and, if appropriate, for Disconnection, and
 - ii) issue a final bill to the Customer, and
 - iii) subject to the provisions of any written law, charge the customer Disconnection Fee.
- b) The Customer agrees that the Network Operator may, if appropriate, remove any network equipment at any time after the day on which the contract ends, and
- c) The Customer must allow the Network Operator safe and unrestricted access to the supply premises for the purpose of removing network equipment.

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Service standard

15. Perth Energy will supply electricity to the Customer and provide an Account Management Service (including the information specified on the Bill) in accordance with its Customer Service Charter and the Code. For clarity, Perth Energy will use the Network Operator's electricity network to deliver the electricity to the Customer and does not itself have any control over the network, the operation of which is subject to Regulations.

Payment for Electricity

16. The Customer will pay for all the electricity it consumes and for any additional services it consumes, in accordance with the Contract.

Discounts

17. All Discounts apply to both the Electricity Charge and the Supply Charge components specified in the Electricity Price. For example, if the Customer is eligible for the Prompt Payment Discount and the Standing Order Discount, the total discount is the summation of the respective percentages, applied to the Electricity Charge and to the Supply Charge.

Direct Debit Discount

18. In respect of collecting payment from Customers that have chosen to receive the Direct Debit Discount by ticking the appropriate box:
 - i) Perth Energy will comply with the "Electronic Funds Transfer Code of Conduct".
 - ii) Perth Energy will by way of the monthly Bill notify the Customer of the amount to be debited and the date on which it will be debited.
 - iii) If the Customer objects to the amount proposed to be Direct Debited, it will notify Perth Energy as soon as practicable. Otherwise, the Customer will be deemed to have consented to the amount but without prejudice to its other rights.
 - iv) The Customer may cancel its Direct Debit Discount at any time, in which case, payment by Direct Debit will be cancelled immediately.
 - v) In the event of the Customer's bank dishonouring a legitimate request for payment by Direct Debit, the Direct Debit Discount will be cancelled for that month.
 - vi) In the event of the Customer's bank dishonouring a legitimate request for payment by Direct Debit on two occasions within any 8 month period, the Customer will

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render itself ineligible for the Direct Debit Discount and will be deemed to have requested Perth Energy to terminate that facility.

Standing Order Discount

19. In respect of collecting payment from Customers that have chosen to receive the Standing Order Discount by ticking the appropriate box:
- i) The Fixed Monthly Amount is the Customer's total amount paid over the 12 months prior to supply commencement divided by 12, and as subsequently revised from time.
 - ii) The Fixed Monthly Amount is payable to Perth Energy on an agreed day of each calendar month being approximately the 12th business day after the issue of the Bill, which date will be stated in the Letter of Acceptance.
 - iii) Perth Energy will include on the monthly Bill the cumulative amount of any overpayment or underpayment.
 - iv) The Customer may request repayment by cheque of any overpayment once per 6 month period, subject to the amount being a minimum of \$200.
 - v) The Customer may require recalculation of the fixed monthly amount at any time, but not more frequently than once per 6 months.
 - vi) In the event of a systematic underpayment occurring and the cumulative amount exceeding the higher of a) \$500 or b) 10% of the Fixed Monthly Amount, Perth Energy may once in any 12 month period recalculate the Fixed Monthly Amount and inform the Customer by a notice on the Bill preceding commencement of the new amount. On receipt of such a notice, the Customer agrees to either notify its bank accordingly or to file a written Complaint with Perth Energy if it has an objection.
 - vii) Article 36 does not apply in respect of Customers that are complying with their Standing Order Discount obligations.
 - viii) The Customer may cancel its Standing Order Discount at any time by cancelling its Standing Order and notifying Perth Energy in writing.
 - ix) In the event of the Customer's bank failing to make a payment by Standing Order as required, the Standing Order Discount will be cancelled for that month unless non-payment was due to a verifiable bank error.
 - x) In the event of the Customer's bank failing to make a payment by Standing Order as required, and such failure not being due to a verifiable bank error, on any two or more occasions within any 8 month period, the Customer will render itself ineligible

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for the Standing Order Discount and will be deemed to have requested Perth Energy to terminate that facility.

- xi) On termination of the Contract, the final invoice to the Customer shall specify any overpayment or underpayment. Any overpayment shall be immediately refunded to the Customer by cheque. Any underpayment shall be payable by the Customer by the Due Date.

Payment by credit card

- 20. The Customer may pay its Bill by means of a widely accepted credit card.

Note: For clarity, if the customer so elects, it will not be eligible for either the Standing Order Discount or the Direct Debit Discount under a Non-Standard contract.

Billing

- 21. Perth Energy will issue to the Customer bills based on Metering Data provided by a properly authorized Metering Agent (which is currently the Network Operator).
- 22. In the event of Meter Data being unavailable for any reason, the Metering Agent will estimate the missing data in accordance with the Regulations and the bills will be based on those estimates.
- 23. Perth Energy will not change Metering Data in any circumstances.
- 24. In the event of Metering Data that has been estimated subsequently becoming available, Perth Energy will adjust the amount payable accordingly on the next bill.
- 25. If a Customer is dissatisfied with a bill for any reason, it agrees to follow the procedure set out in article 56 (Dispute Resolution).

Variation of Fees

- 26. Perth Energy may vary from time to time its Fees for Reminder Notices, Disconnection Warnings, Disconnection, and Reconnection by giving 30 days notice on the Bill.
- 27. Perth Energy may introduce new Fees, in accordance with the Code, by giving fair notice via the Bill.

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Network equipment

28. The parties acknowledge that Western Power Networks owns and operates the equipment located at the Customer's premises for the purpose of delivering electricity and measuring the quantity of electricity delivered.
29. In accordance with clause 10 of the Electricity (Customer Contracts) Regulations 2005, the Customer is hereby prohibited from tampering with or bypassing network equipment or allowing any other person to do so.

Access to Supply Premises

30. The Customer must provide safe and unrestricted access to properly authorized employees of the Network Operator needing to access the network equipment at the supply premises. Such access may be required by the Network Operator acting i) in its own right or ii) on Perth Energy's request in order for Perth Energy to perform its obligations under this Contract (for example, meter reads and disconnections).
31. The parties acknowledge that Perth Energy, being a retailer of electricity, has no need of access to the Supply premises and its employees will not seek access in any circumstances.

Meters

32. The Customer's electricity consumption, including estimations where reasonably necessary, shall be determined by the Network Operator or its agent approximately monthly in accordance with the Regulations.
33. The Customer may request Perth Energy to have the electricity meter checked in accordance with the regulations at any time. The Customer agrees to pay to Perth Energy pass through of the Network Operator's cost of the meter check in the event of it being found to be working correctly.

Network faults

34. The network that delivers the electricity to the Customer is operated and maintained by the Network Operator (Western Power Networks), which is a State owned regulated monopoly. The Customer agrees to report any faults directly to the Network Operator on a contact number to be notified by the Network Operator via Perth Energy.

Difficulty in paying

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35. In the event of the Customer experiencing a financial difficulty that either will or reasonably could impede it in paying for its electricity as and when payment falls due, the Customer undertakes to inform Perth Energy as soon as it reasonably can. The Customer further agrees to cooperate with Perth Energy in agreeing to a plan, in accordance with the Code, to prevent the Customer from defaulting on its obligations to Perth Energy or unnecessarily incurring Fees for Non-Standard Services as specified in the Contract. At a minimum, this includes the Customer applying for the Standing Order Discount, being a discounted Instalment Plan, if it has not already done so. Nothing in this article permits the Customer to avoid paying for electricity it has consumed or to consume electricity it reasonably knows it cannot pay for.
36. In the event of the Customer not complying with articles 56 and 35 as the case may be, and underpaying its account so as to incur a Total Overdue Amount greater than the Customer's Average Monthly Amount, the Customer agrees that this will be deemed to be Non-Payment of the Bill, in which case article 43 shall apply. This article 36 does not apply in respect of Customers that are complying with their Standing Order Discount obligations.

Perth Energy's right to cause Disconnection of the customer

37. Perth Energy may disconnect the Customer without the Customer's consent in accordance with the Code on the grounds of:
- i) Failure to pay a bill
 - ii) Denying access to the electricity meter
 - iii) In emergencies
38. If it becomes necessary to Disconnect a Customer, Perth Energy will comply with the Code.
39. A Customer may not be disconnected in circumstances where:
- i) the Customer has lodged a Complaint to either Perth Energy or the Network Operator or the Ombudsman in respect of the matter for which disconnection is being considered.
 - ii) After 15:00 Monday to Thursday
 - iii) After 12:00 on Friday
 - iv) On a Saturday, Sunday or public holiday, or on the business day before a public holiday.

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- v) A person residing at the premises requires life support equipment.
40. The Code provides for disconnection of a customer for non-payment of a bill by means of the following process:
- i) Reminder Notice issued 1 business day after due date
 - ii) Disconnection Warning issued 5 business days after due date
 - iii) Physical disconnection without further warning 12 business days after due date
41. The Code provides for disconnection of a customer for denying access to a meter by means of the following process:
- i) Access must have been denied for at least 12 consecutive months
 - ii) Perth Energy or the Network Operator must issue a demand that the Customer give the Network Operator access to the meter providing at least 5 business days notice and warning that it is entitled to arrange disconnection in the event of failure to comply.
 - iii) Provided the Customer has not provided reasonable alternative access arrangements, issue a disconnection warning with at least 5 days notice of its intention to arrange disconnection.
 - iv) Reminder Notice issued 1 business day after due date
 - v) Disconnection Warning issued 5 business days after due date
 - vi) Physical disconnection without further warning 12 business days after due date
42. If Perth Energy causes a Customer to be Disconnected, the Customer is liable for the Disconnection Fee specified in the Tariff Brochure.

Disconnection for Non-Payment

43. In accordance with the Code, Perth Energy may cause the Customer to be Disconnected from the network as a consequence of non-payment of its electricity account.
44. If the Customer does not comply with articles 56 and 35 and:

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- i) incurs a Total Overdue Amount, in respect of electricity consumption only, equal to or greater than the larger of its Average Monthly Amount and \$500 (including a single unpaid bill, even if less than the Average Monthly Amount), and
- ii) does not properly respond to a Reminder Notice issued in accordance with the Code, and
- iii) does not properly respond to a Disconnection Warning issued in accordance with the Code,

then, the Customer hereby requires and instructs Perth Energy to Disconnect the Customer's electricity supply from the network without prejudice to Perth Energy's rights to recover the unpaid amount, which henceforth shall be deemed an Unpaid Debt, inclusive of Perth Energy's Fees for the Reminder Notice, the Disconnection Warning and the actual Disconnection.

45. In the event of arranging Disconnection of a Customer, Perth Energy will at all times comply with the Code and the section of this Contract entitled "Perth Energy's right to cause disconnection of the Customer".

Debt Collection

46. If it becomes necessary for Perth Energy to organize collection of a debt that has not been paid by the Customer, Perth Energy will act in accordance with the Conduct Principles set out in the guideline on debt collection issued by the Australian Competition and Consumer Commission concerning section 60 of the Trades Practices Act 1974.

Reconnection

47. In the event of Perth Energy having arranged Disconnection of a Customer and the Customer having remedied the occasioning breach, the Perth Energy will Reconnect the Customer in accordance with the Code.
48. In the event of a Customer that has been Disconnected for Non-Payment, being Reconnected for supply by Perth Energy in accordance with the Code and not having paid the full amount of the arrears, that Customer must apply for the Standing Order Discount being, in effect a discounted Instalment Plan. The Customer must also pay the Reconnection fee specified in the Small Use Customer Tariff Brochure.

Customer leaving the Supply Address

49. The Customer agrees to give Perth Energy at least 3 days notice if it leaves the address to which electricity is supplied. If the Customer leaves without having been

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evicted and does not tell Perth Energy, in accordance with the Code, the Customer is liable for all electricity consumed at the address until 3 days after it eventually tells Perth Energy or Perth Energy finds out by other means. If the Customer is evicted from the supply address, the Customer is liable for all electricity consumed up to the day on which it notifies Perth Energy or Perth Energy finds out by other means.

50. Where a precise and uncontested time of customer vacation is supplied to Perth Energy and meter data is reasonably available, Perth Energy will make reasonable endeavours to interpret the meter data so as to accurately determine consumption by the vacating customer up to the time of vacation. However, if no such time of vacation is provided, or is plausibly contested by the incoming customer, the time of vacation shall be deemed to be 17:00 on the day of vacation.

For clarity: The Regulations require that all Customer meters measure electricity consumption every 30 minutes and store the data for several weeks.

Renewable Electricity

51. Any Renewable Electricity supplied in accordance with the Contract will be produced by power stations which are accredited as Renewable by the federal Office of the Renewable Energy ERA.
52. The customer acknowledges that Renewable Energy will not be produced on a "real-time" basis to exactly match the Customer's consumption profile. Instead, Renewable Electricity will be delivered into the electricity network in suitable quantities so as to match the agreed amount of Customer consumption plus the transportation losses occurring in the network. Perth Energy guarantees to meet the Renewable Electricity obligation on at least an annual basis (and will make reasonable endeavours to meet it every month).
53. The amount of Renewable Electricity allocated to the Customer will be specified in the monthly Bill on a monthly and cumulative basis.

Dispute resolution

54. The parties acknowledge that the Code requires a careful definition of a "Complaint" so as to distinguish it from an "Enquiry" and Perth Energy has to report Complaints to the ERA. The Customer agrees that Complaints must be made in writing (so that there is no doubt about what the complaint actually is) and headed by the word "Complaint".

Note: for clarity, a phone call to "tell us off" is not a formal Complaint unless you follow it up in writing!

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55. In the event of the Customer having an Enquiry or Complaint relating to its electricity supply, the Customer agrees to:
- i) In the first instance to contact Perth Energy, explain the problem and advise what they require for its resolution.
 - ii) If the matter cannot be resolved to the Customer's satisfaction, on a timescale acceptable to the Customer, the Customer agrees to lodge with Perth Energy a Complaint detailing the grievance and the required remedy.
 - iii) A Senior Account Manager will then consider the Complaint in good faith and will within 1 day contact the Customer by telephone to discuss the matter.
 - iv) If the Customer is still not satisfied, a Director of Perth Energy will then consider the Complaint in good faith and will with 1 further day contact the Customer by telephone to discuss the matter.
 - v) Having discussed the matter with the Customer, the Senior Account Manager will within 1 further day confirm in writing the situation and the agreed resolution, if any.
 - vi) In the event of the matter not being resolved to the Customer's satisfaction, the Customer may then refer the matter to the Electricity Ombudsman, in which case, Perth Energy agrees to cooperate in good faith and to comply with the Ombudsman's findings.
56. If a Customer disagrees with the Amount Due in a Bill it will notify Perth Energy as soon as it reasonably can. If the matter cannot be resolved before the Due Date, the Customer agrees to pay the full Amount Due and to lodge a Complaint (in writing as per article 54) with Perth Energy within a further 2 business days. (For clarity, Customers in receipt of a Standing Order Discount agree to pay the Fixed Monthly Amount and lodge the Complaint.) The Complaint will then be resolved in accordance with the Dispute Resolution Process set out in article 55. In the event of the Customer having been overcharged, it will be credited the overpaid amount as soon as practicable.

Alternative Pricing Arrangements

57. In the event of Perth Energy offering any alternative pricing arrangements for which the Customer is eligible, it will inform Customers of their right to change to the new arrangement via the next Bill issued to the Customer after introducing the alternative.

Note: For clarity, this doesn't apply to Customers on a Non-Standard Contract in receipt of a Discount in return for committing to a minimum period.

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Security Deposit

58. The Customer is not required to provide a Security Deposit.

Assignment

59. Perth Energy may assign its rights and obligations under the Contract to any party that holds a Retail Licence issued by the ERA provided it obtains a written statement from that party agreeing to perform all of Perth Energy's obligations under the Contract.

Confidentiality and privacy

60. Perth Energy will retain on file all necessary Customer information for the diligent performance of its obligations under the Contract. Such information will be secured in accordance with Perth Energy's Privacy Policy, which requires that access to that information be restricted to Perth Energy's employees and agents.

Notices

61. Notices that are unrelated to routine account management must be given in writing by any means that provides proof of delivery, including without limitation email, suitable facsimile and letter sent by registered mail or independent 3rd party courier.

62. Notices are deemed to have been given at close of business on the day of delivery, and where notices refer to timescales, day 1 commences at 09:00 on the day after the day of delivery.

Changes in law

63. In the event of Laws and Regulations being changed so as to introduce new costs (such as taxes, market levies and in respect, renewable energy levies), and it being industry practice to pass through these costs to the Customer, then the Customer agrees to accept such pass through at cost.

Matters beyond the control of the Customer or Perth Energy

64. In the event of either party suffering hardship in performing its obligations under the Contract as a result of circumstances that were unforeseeable, then the parties shall negotiate in good faith remedy of that hardship. For clarity, examples of such hardship includes force majeure and adverse market conditions.

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